

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF VIRGINIA  
DANVILLE DIVISION**

**UNITED STATES OF AMERICA**

**v.**

**CASE NO. 4:12-cr-00021-JLK**

**WILLIAM R. WHYTE**

**SUPPLEMENT TO SENTENCING MEMORANDUM**

Defendant William R. Whyte supplements his sentencing memorandum in anticipation of the sentencing hearing scheduled for February 20, 2018 by providing the following information for the Court's consideration.

Attached are new letters received over the weekend that speak to Mr. Whyte's good character. These are attached as **Exhibit 1** to Mr. Whyte's Supplement.

In anticipation of the arguments to be offered by the government at sentencing regarding loss, Mr. Whyte attaches several documents he intends to introduce and discuss at sentencing. Each of these documents was produced by the government and bear DCIS Bates numbers, and the contract files were certified as business records by Celeste Hobert, an employee of the U.S. Army Contracting Command-Rock Island on September 21, 2017.

First, attached as **Exhibit 2** is CCIR Report dated February 5, 2008 detailing the cancellation of contract W91GY0-06-F-0028. The government details the following points in this CCIR:

- “The KO has also had numerous conversations with the investigators who have attempted to build a separate criminal case against this contractor which is the reason the contract was allowed to continue in spite of unsat performance”;
- “Mission/customer impact of a termination: **NONE. These vehicles are no longer required.** The MNSTC-I CofS, COL Fuller has already furnished the Iraqi’s alternate vehicles that will meet this requirement.”
- “Plans to re-procure. How will a new contractor overcome the same problem: **NONE. The Iraqis have received alternate vehicles to satisfy this requirement.**”

See **Exhibit 2** (emphasis added).

Attached as **Exhibit 3** is an email attaching a CCIR Report dated March 12, 2008, detailing the cancellation of contract W91GYO-06-F-0047 for eight armored vehicles. The government details the following points in the 0047 CCIR:

- “The KO was also engaged in continuous communication with investigators who have attempted to build a separate criminal case against this contract for ‘unspoken allegation.’”
- “Mission/customer impact of a termination: **NONE. These vehicles are no longer required.** The MNSTC-I CofS, COL Fuller, has already authorized vehicle that will satisfy this requirement.”
- Plans to re-procure. How will a new contractor overcome the same problem: **NONE. The Iraqis have received alternate vehicles to satisfy this requirement.**”

See **Exhibit 3** (emphasis added).

Finally, as the Court is aware, Mr. Whyte attempted to satisfy Armet's obligations to repay the progress payment by offering three new Gurkha vehicles and by paying the remaining \$234,150.23 due to the government. Attached is **Exhibit 4**, which is an email dated March 13, 2008, from J. Tyrone Hill of MNSTC-I, to Mr. Whyte, cc'ing Capt. Ron Toler, accepting Mr. Whyte's offer to provide "three armored vehicles you spoke of in your memorandum at the Abu Ghraib Warehouse."

Respectfully submitted,

/s/ Justin M. Lugar  
By Counsel

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**CERTIFICATE OF SERVICE**

I hereby certify that I caused the foregoing to be presented to the Clerk of the Court for filing and uploading to the CM/ECF system, which will send notification of such filing to all counsel of record, on this 19th day of February, 2018.

/s/ Justin M. Lugar